

## TERMS

## GENERAL

## OF SALE AND

## OF USE

THESE GENERAL CONDITIONS OF SALE AND USE GOVERN THE RELATIONSHIPS BETWEEN:

The company VIDMIZER SAS with capital of 84,700 euros, whose registered office is located at 17 Rue de la Cité Universitaire – 75014 PARIS, registered in the Paris trade and companies register under number RCS 820 454 031, represented by Laurent Bréboin, President, its representative in office.

AND ITS CUSTOMER DULY AUTHORIZED TO SIGN THE QUOTE ORDER FORM and designated therein, hereinafter referred to as “the customer”, ON THE OTHER HAND, individually referred to as “Party” and together referred to as “Parties”

THESE GENERAL TERMS AND CONDITIONS OF SALE AND USE GOVERN YOUR COMMITMENT BY QUOTE-ORDER FORM AND YOUR USE OF THE SERVICES ACCESSIBLE THROUGH OUR APPLICATION AND WILL BE BINDING ON THE SIGNATORY OR THE LEGAL ENTITY THAT YOU ARE DULY AUTHORIZED TO REPRESENT.

## PREAMBLE

The Client wishes to use SaaS from a Service Provider specializing in eco-responsible encoding and video storage. The Client's objectives and needs regarding the operation of this application were identified during discussions prior to signing the quote and purchase order. The Client provided an expression of its needs regarding the SaaS solution that Vidmizer makes available to it.

It is therefore with knowledge of the objectives pursued by the Client that Vidmiz offered its services in SaaS mode and issued the purchase order quote.

Vidmizer is a provider of “Software as a Service”, i.e., business applications rented online (known as a SaaS provider). As such, it is the provider of the Application Services designated below in the contract.

The Client acknowledges having received from Vidmizer all the necessary information enabling it to assess the suitability of the Application Services to its needs and to take all useful precautions for its use.

### 1. DEFINITIONS

1.1 “Application” means the Vidmizer “Cutz” eco-responsible video encoding and storage software application made available to you for the provision of the Services (or Services in beta test)

1.2 “Third Party Applications” means any online or offline software tools accessible to you, which are not owned or licensed by Vidmizer, and which interact or are intended to interact with the

Application.

1.3 “Beta Test” means the services clearly identified as such and only accessible, upon proposal by Vidmizer, to certain test users.

1.4 “Quote-Purchase Order” means the written or online order document, in accordance with the Vidmizer order form, it being understood that invoices will always be viewable and downloadable only online, specifying the type of Services (or Beta Test) to be provided to you and any other information relating to these Services (or Beta Test), such as their cost.

1.5 “Information” means electronic data obtained by Vidmizer either from public sources or in accordance with contractual authorizations, and which is made accessible to You through the Application.

1.6 “General Conditions of Sale and Use” means this document established by Vidmizer.

1.7 “Separate Agreement” means terms of use specific to services that are not included in the Services (or the Beta Tests).

1.8 “Term of Services” means the period of time during which the Services are provided in accordance with your Quotation-Purchase Order.

1.9 “VIDMIZER” means the French company VIDMIZER SAS

1.10 “Account” means the individual license granted to you or to each of your users for the use of the Application under your sole responsibility.

1.11 “Features” means the encoding and storage services that are accessible to users

through the Application.

1.12 "User" means the legal entity that is the duly authorized signatory of the Quotation-Purchase Order or the users duly authorized by you to use the Services (or Beta test). User means any person who uses the platform outside of the platform administration team.

1.13 "Data" means the electronic data (connection data and configuration data) provided by You (or Your Users) to operate the Services (or Beta test) or the electronic data (analytical data) that you (or your users) generate by using the functionalities of the Services (or Beta Test), excluding the Content as well as the data returned by our platforms to your applications.

1.14 "You/your" means the natural or legal person exercising the rights provided for in the Agreement, including your Users.

1.15 API means access to a Platform Service via a REST API

## **2. SUBSCRIPTION AND CONFIDENTIALITY**

2.1 VIDMIZER provides access to the Services (or Beta Test) based on the information contained in Your Quote-Order Form. Any Quote-Order Form will be effective from the date of its actual receipt by VIDMIZER.

2.2 You benefit from the Services (or Beta Test) through an individual profile, accessible with Your "username" and "password" and upon request it may have an API Key to access the platform via the API.

2.3 Identifiers and access codes

are personal and confidential. They may only be changed at the request of the Client or at the initiative of the Service Provider, subject to prior notification to the Client.

The Client undertakes to make every effort to keep his/her Identifiers and password secret and not to disclose them in any form whatsoever.

2.4 The Client is fully responsible for the use of the Identifiers and is responsible for keeping the access codes safe. It will ensure that no other person not authorized by the Service Provider has access to the Application Services and Solutions. In general, the Client is responsible for the security of the individual access points to the Solutions. In the event that it becomes aware that another person is accessing them, the Client will inform the Service Provider without delay and confirm this by registered letter.

2.5 In the event of loss or theft of one of the identifiers, the Client will use the procedure set up by the Service Provider allowing him to recover his identifiers and passwords by email.

2.6 In the event of conflict or contradiction between the provisions of the General Conditions of Sale and those of a Quotation- Purchase Order, the Provisions of the Quotation-Purchase Order shall prevail.

2.7 Each Party shall return all copies of documents and materials containing the words "confidential information" of the other Party, upon termination of the Contract, whatever the cause. The Parties also undertake to ensure compliance with these

provisions by their staff, and by any agent or third party who may intervene in any capacity whatsoever within the framework of the Contract.

## **3. SERVICE SPECIFICATIONS**

3.1 VIDMIZER will use all reasonable efforts to make the Services available 24 hours a day, 7 days a week, subject to Internet constraints, possible technical failures, maintenance operations, Application improvement operations or circumstances beyond our reasonable control (force majeure). These events may occur without prior warning, although we will endeavor, as far as possible, to plan in advance any maintenance or improvement of our Application.

3.2 Since Beta Tests are provided for testing purposes only, notwithstanding Section 3.1, no guarantee of access whatsoever is given regarding the provision of this type of services which we may invite you from time to time to Beta Test for free or at a very reduced cost. You acknowledge that we may suspend or cease the provision of Beta Tests at any time, without prior notice, and that we may freely decide never to include them in the scope of the Services.

3.3 VIDMIZER does not guarantee the proper functioning, legality, suitability, or reliability of any Third Party Application or software with which you may connect. VIDMIZER also does not guarantee their interoperability, unless expressly provided for in a written document.

3.4 You acknowledge that using the Services (or Beta Test) in a manner that does not comply with the specifications applicable

to their access and general functionality may affect the performance of the Services (or Beta Tests) or even prevent Users from accessing the Services (or Beta Tests).

3.5 VIDMIZER reserves the right to make modifications, deletions, updates or improvements to the Application and/or any functionality or feature of the Application, and if necessary to the Services and/or the Content, at any time during the Term of the Services, without prior notice.

You expressly acknowledge that VIDMIZER reserves such a right and that such modifications, deletions, updates or improvements will in no case be considered as a breach of the Quote-Purchase Order and its general conditions of sale or as a cause exonerating You from Your payment obligation.

3.6 Vidmizer is not responsible for maintenance in the following cases:

- refusal by the Client to collaborate with the Service Provider in resolving anomalies and in particular to respond to questions and requests for information;
- use of the Application Services in a manner not in accordance with their purpose or documentation;
- unauthorized modification of the Solutions by the Client or by a third party;
- failure of the Client to fulfill its obligations under the Contract;
- installation of any software packages, software or operating systems not compatible with the

Application Services;

- use of incompatible consumables;
- failure of electronic and electrical communication networks;
- deliberate act of damage, malice, sabotage;
- deterioration due to force majeure or improper use of the Application Services.

3.7 Vidmizer is also not responsible for any malfunctions of the Application that may be linked to the use of old versions of internet browsers or failure to update them.

3.8 Vidmizer is also not responsible for problems using the Application due to a lack of antivirus updates.

3.9 In the event of use that does not comply with company regulations or current legislation, Vidmizer reserves the right to blame, deactivate and/or legally prosecute the user for his or her violations (Example: attempted fraud, hacking, illegal, terrorist, pornographic videos, etc.)

3.10 Neither Party may be held liable for any failure to fulfill its obligations under the Contract, if such failure results from a government decision, including any withdrawal or suspension of any authorizations, a total or partial strike, internal or external to the company, a fire, a natural disaster, a state of war, a total or partial interruption or blockage of telecommunications or electrical networks, an act of computer hacking or more generally any other force majeure event presenting the characteristics

defined by case law.

3.11 The Party noting the event must immediately inform the other Party of its inability to perform its service. The suspension of obligations or the delay may under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late payment penalties.

#### 4. USE OF SERVICES

4.1 Subject to the proper performance of Your payment obligation, You benefit from the non-exclusive and non-transferable right to use the Application, the Services (and where applicable the Beta Tests) and the Content for the Term of the Services.

4.2 If the Subscriber is an entity with multiple accounts, an account may be assigned to another Account during the Term of the Services. In such a case, the configuration data of Your Data corresponding to the first Account will be accessible to the next account, which will be free to use such configurations or not. The logout data and analytical data of the first Account will not be accessible to the next account.

4.3 VIDMIZER will provide you with standard support at no additional cost.

4.4 You acknowledge that You are responsible for any act committed through your account and declare that You (or Your Users) will refrain from using the Services for any illegal activity such as, for example, the distribution of illegal content (video and text) as well as content for which you do not have the distribution rights

(copyright)...

VIDMIZER reserves the right to sanction Users through warnings, or directly through temporary or permanent banning, without prejudice to any action against them or against their related legal entity. No refund of amounts paid by Users will be made in such circumstances. These various sanctions will be applied in the most impartial manner possible, depending on the circumstances of the violation of the law, the Contract or the rights of third parties, notwithstanding any claim or action against unscrupulous Users.

4.5 You shall be responsible for the accuracy and legality (in particular with regard to data collection) of all electronic data processed or synchronized by You in connection with the use of the Services (or Beta Test).

4.6 All Services (or Beta Test) not included in the Contract must be the subject of a Separate Contract.

## 5. USE OF CONTENT

5.1 Under no circumstances will VIDMIZER incur any liability for the removal or modification of any or all Content. If VIDMIZER is requested by a third party or licensor to remove Content, such Content will be removed at our sole discretion.

5.2 Nothing in the Contract may be interpreted as preventing VIDMIZER from fully enjoying our rights as producer of a database.

## 6. USE OF YOUR DATA

VIDMIZER is committed to complying with the European General Data Protection

Regulation (GDPR). For more information on the measures taken by Vidmizer to comply with this regulation, please visit the link

[https://cutz.cloud/wp-content/uploads/2024/11/Politique-de-confidentialite\\_Cutz\\_2024.pdf](https://cutz.cloud/wp-content/uploads/2024/11/Politique-de-confidentialite_Cutz_2024.pdf)

NB: Cutz © is a registered trademark of Vidmizer

6.1 VIDMIZER undertakes to protect the security, integrity and confidentiality of Your Data by physical and technical means.

6.2 If VIDMIZER is requested by a third party to delete Your Data, this data may be deleted, at our sole discretion, if such a request appears clearly justified (for example if Your Data constitutes willful identity theft).

6.3 VIDMIZER will not transfer, license or assign Your Data to any third party unless a) it is required to do so by a court, b) it is necessary to ensure the operation of the Services or Beta Test (including the performance of Your payment obligation), c) it is necessary to resolve a dispute.

6.4 If the Data transmitted for the purpose of using the Application Services includes personal data, the Client guarantees to VIDMIZER that it has fulfilled all of its obligations under the law of January 6, 1978 known as "Informatique & Libertés", and that it has informed the individuals concerned of the use made of said personal data. In this respect, the Client guarantees VIDMIZER against any recourse, complaint or claim from an individual whose personal data is

reproduced and hosted via the Application Service.

6.5 The Client assumes any editorial responsibility for the use of the Application Services.

6.6 The Client is solely responsible for the quality, legality, and relevance of the Data and content it transmits for the purposes of using the Application Services. It also guarantees that it holds the intellectual property rights allowing it to use the Data and content. Consequently, VIDMIZER disclaims all liability in the event of non-compliance of the Data and/or content with laws and regulations, public order, or the Client's needs.

6.7 The Customer guarantees VIDMIZER at first request against any damage resulting from its being sued by a third party for a breach of this guarantee.

6.8 More generally, the Client is solely responsible for the content and messages broadcast and/or downloaded via the Application Services. The Client remains the sole owner of the Data constituting the content of the Solutions.

6.9 When using the video player integrated into the Cutz Application, anonymous audience data is collected via cookies, under the Customer's responsibility. This data includes impressions, number of views, viewing time, completion rate, type of device used for viewing, playback actions (play, pause, stop, etc.), country, and internet browser used. This data does not allow users to be personally identified. To clarify our position, please note that our company, Vidmizer, disclaims any liability for the use of data collected by our

services for purposes other than those initially agreed upon with the client. We remind our clients that they are required to comply with applicable laws and regulations regarding data privacy and its proper use. By using our services, our clients accept this disclaimer and agree to use the data in accordance with the agreed agreements.

6.10 The data collected by the video player cookies are processed by Vidmizer in accordance with the European General Data Protection Regulation (GDPR). They are hosted on secure servers located in the European Union and stored for a maximum period of 13 month.

## **7.1 THIRD PARTY APPLICATIONS**

7.1.1 If You have access to the Services (or Beta Test) by means of the synchronization of Your Data on an account opened on a Third Party Application, You grant VIDMIZER the authorization to access said account and guarantee that this access is fully legitimate and legal. If interoperability between the Third Party Application and the Application is no longer possible, in particular if the publisher of the Third Party Application refuses any further interoperability, VIDMIZER may cease to provide the relevant part of the Services (or Beta Test), without incurring any liability whatsoever. Such an event will not be considered as a cause for termination of the Contract, unless otherwise agreed by the parties to the Contract.

VIDMIZER does not guarantee

that Third Party Applications conform, are interoperable, operate, will conform, be interoperable or operate with the Application.

7.1.2 If you acquire rights to use a Third Party Application for use in connection with the Services (or Beta Test), you do so at your own risk.

## **7.2 TYPES OF PACKAGES**

There are 2 types of packages:

- credit packages
- annual subscription packages

## **8. DURATION**

**8.1 Credit plans:** These credit plans are limited to a period of 1 year as long as the account is active. In the event of deactivation due to inactivity, the user will be notified in advance by email and by the display of an information message within the application. In the event that the account is deactivated, the associated credits will be lost.

### **8.2 Annual subscription packages :**

The package will be usable every month as long as:

- monthly credits are not exhausted;
- the month is not over;

The first month begins on the anniversary date of the contract for a period of 30 days

8.4 The Services will be provided from the subscription date mentioned in the corresponding Quote-Purchase Order, for the

duration mentioned. Unless otherwise agreed, the same rule applies to Beta Tests.

8.5 Subscriptions are entered into for a period of 1 year and are automatically renewed for an identical period. In the event that the customer wishes to cancel their subscription, they must make a request online in the section dedicated to this purpose, at the latest 90 days before the end of the subscription contract. Otherwise, they will be automatically re-engaged for an additional period of 1 year. In the event that the customer decides to upgrade to a higher level package, the contract expiry date will remain the same as the contract initially entered into (unless expressly requested by the customer). The contract will be renewed automatically on the expiry date and at the pricing conditions of the new contract entered into.

8.6 If the subscription term comes into effect, the user loses his right to access Customer Data from the moment the subscription has ceased. The request to terminate the subscription, regardless of its date, cannot result in any reimbursement for the period remaining until the expiry date of the Contractual Period.

## **9. FEES AND PAYMENT**

9.1. For the use of Cutz, the following conditions apply to the package:

- At the end of the trial period (expiration of 15 days or consumption of encoding/storage credit), an email will be sent to notify the user and offer them the choice of a package. In addition, a

permanent message in the form of a banner within the customer area will be displayed inviting them to choose a package. At the end of this trial period, the user will no longer be able to download their videos. They will also no longer be able to encode new videos unless they upgrade to a paid package.

At the end of the free trial offer, if the user subscribes to a "pay-as-you-go", "Credit" or "Annual Subscription" type plan, the free trial offer will be interrupted.

- In the event that he does not choose a package after 3 months, despite automated monthly notifications and via our sales teams, the stored files will be automatically deleted.

### **9.1.2 Credit Package**

The subscription to credit packages allows you to choose a package adapted to the user's needs with a volume in number of minutes of encoded videos. Find the prices and services of the credit packages in the link below <https://cutz.cloud> as well as on the application <https://app.cutz.cloud>.

### **Accumulation and changes of packages**

If a user subscribes to a new credit plan, an accumulation will be made with the current credit plan or annual subscription.

The user must have enough encoding credits in video minutes to be able to encode. If they do not have enough credits, a notification will appear asking them to purchase additional

credits.

### **9.1.3 Subscription package**

#### **9.1.3.1 Subscription to a subscription package**

Subscription to subscription packages (encoding and storage) is based on a minimum commitment of 1 year at the current rates as defined on the site <https://cutz.cloud>

The subscription is payable in full upon commencement of the provision of services.

The user must have sufficient monthly encoding volume in minutes in their subscription to be able to encode. If they do not have sufficient volume, a notification will appear asking them to subscribe to a higher plan suitable for carrying out additional encodings. They can also purchase a credit pack if they wish or use the pay-as-you-go plan if they consider that the need for additional volume is only occasional.

When subscribing to the subscription packages, he will be able to choose from different options in terms of encoding and storage volume in order to best adapt the volumes to his specific needs.

When the user chooses the storage option, they must have enough storage space. If this is not the case, they will be notified to purchase more storage space.

When the user has not chosen the storage option, they have 48 hours to download the encoded video twice. Upon exceptional request, they can retrieve it a

third time (within this 48-hour period) by submitting a request to the platform's technical administrator.

If you choose the storage option, after one year of inactivity and non-payment, the stored videos will be permanently deleted.

#### **9.1.3.2 Accumulation and changes of subscription packages**

If a user has a subscription type plan and purchases a new "Credit" type plan, it will be accumulated;

A user can upgrade their Annual subscription package at any time, depending on their encoding and storage needs.

#### **9.1.3.3 Upgrade of annual subscription packages**

If a user "upgrades" their "Annual" plan, activation is automatic and takes effect immediately on the upgrade date. The user therefore moves to the conditions of the new subscription (services and prices).

The difference between the price of the current plan and the new plan will be added to the user's account on their invoice for the following month; the upgrade for the current month will be offered to the user who will be committed on the basis of the new subscription package until the initial contract expires (the expiry date will not be changed).

In the event that payment of the amount required to switch to the new package cannot be made, the user will remain on the old

package;

#### 9.1.3.4 Downgrade of annual subscription packages

When a user “downgrades” their subscription plan, the activation of the new subscription will occur at the end of the current annual contract.

#### 9.1.3.5 Termination of annual subscription packages

Any annual plan may be terminated upon expiry (anniversary date), provided that VIDMIZER is notified at least 90 days before the end of the current subscription period. If this is not the case, the contract will be automatically renewed by tacit agreement for a duration equal to that of the current subscription and at the new rate if the rate has been updated. The cancellation request 90 days before the expiry date must be made directly from the platform.

Here's the English translation:

### 9.3 bis - Price Indexation

The rates for Services offered by VIDMIZER are subject to annual revision based on changes in the Consumer Price Index (CPI) published by INSEE or any index that may replace it.

Price revision will occur automatically on each contract anniversary date according to the following formula:  $P1 = P0 \times (S1 \div S0)$

Where:

- P1 represents the revised price
- P0 represents the

original price or the last revised price

- S1 represents the latest index published at the revision date
- S0 represents the index published at the contract signing date or the previous revision

This rate revision will apply automatically to all current contracts and subscription renewals without the need for an amendment. However, VIDMIZER undertakes to inform the Client of this revision by any means at least 30 days before its effective application.

The Client expressly acknowledges and accepts this indexation mechanism as an integral part of the contract's economics. In the event that applying the indexation formula would result in an increase exceeding 5% per year, the Client may request a review of the pricing conditions without this suspending the application of the revision.

This indexation clause applies without prejudice to VIDMIZER's ability to modify its rates in accordance with the provisions of Article 9.3 of these General Terms and Conditions of Sale and Use.

9.2 To the extent permitted by law, royalties are non-refundable.

9.3 The price of the Services may be modified at any time, at the sole discretion of VIDMIZER and customers will be notified in advance, at least 90 days in advance. In such a case, any new subscription request will be invoiced on the basis of the price applicable on the day of the Quote-Purchase Order.

9.4 Fees for the Services are indicated in euros and are exclusive of tax and fees.

9.5 In the event that taxes, charges or fees (local VAT, customs tax, etc.) are due, it is agreed that these taxes, charges or fees will be your sole responsibility and that their declaration and payment will be your responsibility.

9.6 All subscriptions are payable in Euros, before the start of the provision of the Services.

9.7 Payment deadlines are specified in the order form when subscribing online.

9.8 You agree to pay for the subscriptions in accordance with the payment methods accepted by VIDMIZER, i.e.:

- by CB/VISA/Mastercard bank cards
- by direct debit (in the case of subscriptions)

9.9 If the method used for payment fails, You agree to immediately take all necessary measures to rectify the situation. In such a case, VIDMIZER may delay or suspend access to the Services until the situation is fully resolved.

In the event of late payment of all or part of an invoice, late payment penalties will be payable on the amounts due without prior formal notice and from the first day of delay ( Art L 441-6 of the French Commercial Code), without limitation of our other rights or remedies, at a rate equal to 1% of the invoice amount per month of

late payment applicable on the date of issue of the invoice, with the additional application of a fixed compensation of 40 euros to cover internal recovery costs, in accordance with the French Commercial Code (Article L 441-3 of the French Commercial Code).

9.10 If the payment delay is more than 30 days end of month from the date of issue of the invoice (Law on the Modernization of the Economy), VIDMIZER may suspend access to the Services until the amount due is paid in full, without limitation of our other rights or remedies. In such a case, all amounts due under the Contract will be immediately and automatically due and payable, without prior formal notice and without prejudice to any other remedies.

#### 9.11 Using the video player

9.11.1 The Cutz application includes a video player functionality allowing the Client to broadcast its videos on its own website.

9.11.2 The video player uses cookies to collect statistical data on how users view videos: number of sessions, viewing times, completion rates, types of devices used, playback events (start, pause, replay), origin of visits, browser used. This data is used to establish audience statistics (the data is collected and managed via the Open Web Analytics tool).  
<https://www.openwebanalytics.com/>

9.11.3 No personal data allowing Internet users to be directly identified is collected via the video player.

9.11.4 It is the Customer's responsibility to inform Internet users of cookies linked to the Vidmizer player on its site, as part of the global cookie consent collection it implements. The Customer undertakes to include the acceptance of Vidmizer player cookies in its cookie acceptance banner.

9.11.5 The audience measurement data collected by the player is accessible to the Client from their Cutz account (in a first evolving version, the data is limited to the CSV export of impressions, views, completion rates, average viewing time). A more elaborate version will then allow access to a more comprehensive dashboard of information from the data collected via Open Web Analytics. The data is kept for a maximum period of 13 months. Beyond this period, the Internet user's consent must be collected again by the Client.

9.11.6 At the Client's request, Vidmizer may provide the Client within a reasonable time with all audience data collected by the player on its videos, or delete them from its servers.

9.11.7 Vidmizer undertakes to host the player's cookie data on servers located in the European Union and to implement the security measures required by the GDPR.

### 10. OWNERSHIP AND LICENSES

10.1 The Client is and remains the owner of all Data that it uses via the Application Services within the framework of the Contract.

10.2 VIDMIZER is and remains the

owner of the property rights relating to any element of the Application Services and Solutions made available to the Client, as well as more generally to the IT infrastructure (software and hardware) implemented or developed within the framework of the Contract.

10.3 VIDMIZER owns the intellectual property rights to the Application. Unauthorized duplication, in whole or in part, of the Application by any means whatsoever, including mechanical, digital or electronic, is prohibited without the express consent of VIDMIZER.

VIDMIZER, "cutz.cloud" are signs duly protected by Content rights, in all forms of media, for the entire world and for a duration equal to that of copyright, including all intellectual property rights or database producer rights.

10.5 VIDMIZER grants You the right to access the functionalities of the Application, for the limited period of the Term of the Services, and the right to access and use the Content accessible through our database, as long as You act in accordance with the Quotes-Purchase Orders subject to the due payments.

10.6 You may not permit third parties to make use of the Application, Services, Beta Tests or Content for the benefit of any unauthorized third party, nor license, sell, rent, transfer, assign, republish, distribute or disseminate them in any way that is not expressly permitted to you by the Agreement.

10.7 You grant VIDMIZER a worldwide license, for the Term of the Services, to host, copy, upload



and distribute Your Data and any Third Party Applications and software programs that You use and that may be necessary for VIDMIZER to provide the Services or Beta Services. Other than this license, You own all right, title and interest in and to Your Data.

10.8 You grant VIDMIZER a worldwide, perpetual (at least for a duration equivalent to that of the copyright), royalty-free license to intellectual property rights and other similar rights (database producer) to host, copy, load, distribute or otherwise exploit any improvement proposal from You, any suggestions or any recommendations (whether or not constituting an intellectual work) related to the Content, the Application, the Services or the Beta Tests. This license includes the right for VIDMIZER to reproduce, represent or adapt said elements to ensure an optimal presentation of the Application, on any digital, computer or electronic medium.

10.9 You grant, under the same terms as above, to VIDMIZER a worldwide, perpetual (at least for a term equivalent to that of the copyright), royalty-free license to intellectual property rights and other similar rights (database producer) to host, copy, load, distribute or otherwise exploit the electronic data entering into or enriching the Content during Your use of the Services or Beta Tests. You may request at any time the removal of this electronic data, unless it has been shared with a user of the Application who has already copied or stored it. You expressly acknowledge that no removal of electronic data resulting from Your use of the Services or Beta Services may be made if another user has already given us permission to add or

synchronize such electronic data in our database.

## **11. TERMINATION OF SERVICES**

11.1 Unless otherwise agreed, the Services will terminate in accordance with the Term of Services stated in Your Order Form.

11.2 From the end of the Term of the Services, You will no longer have access to the Services (or Beta Tests), the Application, the Content and/or Your Data and all rights granted to You by VIDMIZER will automatically terminate. However, at Your request, and for a period not exceeding 48 hours after the expiration of the Term of the Services, VIDMIZER will Your Data is available for export or download. This portability does not include Content or any other element.

11.3 Beta Tests expire at any time, at VIDMIZER's sole discretion.

11.4 The services we provide are subject to usage limits and restrictions. Subscriptions define specific usage limits.

There are no limits on the location of use of the services or the time of use of the platform in a day.

Subject to a limit: the number of minutes of encoded videos and the size of the files stored as defined by the subscribed package.

The customer agrees to use the services within the limits defined in the Quote-Purchase Order. It is their responsibility to ensure that they do not exceed these limits and restrictions. If they exceed these limits, they will automatically receive alerts.

VIDMIZER has the right (but not the obligation) to monitor and audit the use of the platform's services.

## **12. INSURANCE**

VIDMIZER has taken out the necessary insurance to cover the risks associated with the exercise of its activity. It undertakes to provide any supporting documentation to the Client, if the latter expressly requests it.

## **13. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR SPECIAL DAMAGES THAT MAY ARISE (INCLUDING, BUT NOT LIMITED TO, PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF USE OF PROPERTY, LOSS OF CONTRACTS OR DATA).

13.1 TO THE EXTENT PERMITTED BY LAW, VIDMIZER WILL, AT THE MAXIMUM EXTENT, INCUR LIABILITY FOR ALL DAMAGES RELATED TO OR ARISING FROM THE AGREEMENT OR YOUR PURCHASE FORM, LIMITED TO THE AMOUNT OF FEES PAID UNDER THE AGREEMENT IN THE PREVIOUS 12 MONTHS.

13.2 VIDMIZER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THE PROVISION OF BETA TESTS, WHICH YOU AGREE TO USE AT YOUR OWN RISK.

13.3 VIDMIZER DOES NOT WARRANT THAT THE APPLICATION, SERVICES, BETA SERVICES AND/OR CONTENT WILL BE ERROR-FREE, RELEVANT, RELIABLE, COMPLETE OR WILL

MEET YOUR EXPECTATIONS OR REQUIREMENTS.

#### **14. NON-SOLICITATION OF PERSONNEL**

Each Party waives the right to hire or employ, directly or through an intermediary, any employee of the other party, without the express prior agreement of the latter. This waiver is valid for the entire duration of the Contract and for [12] months following its termination.

In the event that one of the Parties fails to comply with this obligation, it undertakes to compensate the other Party by paying it immediately and upon simple request, a lump sum equal to [12] times the employee's gross monthly remuneration at the time of his departure.

#### **15. PERSONAL DATA PROTECTION POLICY**

The data provided by Users to register and/or open an account are entered into a database to which VIDMIZER has access, in order to be able to take any action relating to a request for information, to be able to manage subscriptions and the proper functioning of the Application.

15.1 In accordance with the provisions of the amended law of 6 January 1978 n°78-17 relating to information technology, files and freedoms, the processing of personal data collected by VIDMIZER has been declared to the National Commission for Information Technology and Freedoms (CNIL).

The collection of Users' personal data for the purpose of accessing

the Application's functionalities and the Services or Beta Tests is mandatory, this information being essential respectively to identify people seeking information on the Application and for the identification and management of VIDMIZER's customers.

Users who provide proof of their identity may request that, as appropriate, personal data concerning them which is inaccurate, incomplete, ambiguous, out of date, or whose collection, use, communication or storage is prohibited, be rectified, completed, updated, locked or deleted.

These rights may be exercised by email to the following address – support@vidmizer.com – or by post to the following address – VIDMIZER – 17 Rue de la Cité Universitaire – 75014 PARIS, Users must indicate the fields, data and/or information they wish to modify.

15.2 Although VIDMIZER has taken great care to store Your Data in a secure environment, we cannot provide a complete guarantee given the risks inherent in information technology and hacking. You are responsible for any security vulnerabilities related to Your Data or the hardware or software You use.

15.3 If You are acting as the legal entity responsible for several Users, You must ensure that all Users act in accordance with these provisions.

15.4 The audience data collected by the cookies of the video player integrated into the Application do not allow the identification of Internet users. The Client, as data

controller, undertakes to inform users of the presence of these cookies and to obtain their consent, by including a specific mention in its cookie management policy.

15.5 Upon request from the Customer, Vidmizer undertakes to provide the Customer with a copy of the audience data collected for its videos or to delete them from its databases. The Customer may exercise their rights of access, rectification, and deletion by writing to [privacy@vidmizer.com](mailto:privacy@vidmizer.com).

15.6 Vidmizer undertakes to take all necessary precautions to preserve the security of the audience data collected by the video player and in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties.

#### **16. SCOPE OF THE GENERAL CONDITIONS OF SALE**

16.1 If any provision of the General Terms and Conditions of Sale is declared null or inapplicable, the other provisions shall nevertheless remain fully valid and in force. The null or inapplicable provision shall then be replaced by a provision as close as possible in meaning to the provision set aside.

Severability of clauses: The nullity, lapse, lack of binding force or unenforceability of any one of the provisions of the Contract shall not entail the nullity, lapse, lack of binding force or unenforceability of the other provisions, which shall retain all their effects. However, the Parties may, by mutual agreement, agree to

replace the invalidated provision(s).

16.2 The tolerance or non-exercise of a right by VIDMIZER does not in any way constitute a waiver of this right.

16.3 Notwithstanding any provisions to the contrary, no terms or conditions set out in Your own purchasing documents (other than the Purchase Order) may validly call into question the content of the general conditions of sale.

16.4 The general conditions of sale will be binding on you regardless of the medium from which you access our services (computer, smartphone, tablet, etc.).

16.5 The Contract and the scope of the Services are confidential. You will keep them confidential and will not disclose any confidential information to any third party, particularly in any public communication.

16.6 Notwithstanding the preceding paragraph, it is agreed that VIDMIZER shall have the right to cite Your name/brand (denominative mark and also semi-figurative or figurative mark) as a client, but without giving details of the precise Services provided to You. You grant VIDMIZER the authorization to reproduce and represent such denominative, semi-figurative or figurative mark for the entire duration of the Contract and two years after its expiry, for the entire world and for all commercial documents (in particular on any digital, computer or electronic medium).

## 17. ACCEPTANCE OF THESE GENERAL TERMS AND

## CONDITIONS OF USE

17.1. VIDMIZER ensures that acceptance of these general terms and conditions is clear and unreserved by setting up a checkbox and a validation click on the site <https://cutz.cloud>. The Customer declares to have read all of these general terms and conditions of sale, and to accept them without restriction or reservation.

The Client acknowledges that he has received the necessary advice and information to ensure that the offer meets his needs.

17.2. VIDMIZER reserves the right to modify these general conditions at any time by publishing a new version on the website <https://cutz.cloud>. The general conditions then applicable are those in force on the date of payment (or the first payment in the case of multiple payments) of the order.

## 18. JURISDICTION AND APPLICABLE LAW

18.1 Each party agrees to use all means to resolve any dispute amicably.

18.2 TO THE EXTENT PERMITTED BY LAW, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION OR EXECUTION OF THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS (FRANCE), INCLUDING IN THE EVENT OF INCIDENTAL CLAIMS, CALLS ON THIRD PARTIES OR MULTIPLE DEFENDANTS, AND SHALL BE SUBJECT TO FRENCH LAW.

18.3 It is emphasized, in view of the international nature of the Internet, that You and Your Users

may be required to comply in particular with the law applicable in Your and their country of residence in the context of your activities.

### 18.4 Election of domicile:

For the execution of this document and its consequences, the Parties respectively elect domicile at their registered offices indicated at the beginning of this document or on the Quote Purchase Order. Any change to the registered office or address of one of the Parties will only be binding on the other Party eight calendar days after having been duly notified to it.

### 18.5 Disputes – territorial jurisdiction clause:

In order to jointly find a solution to any dispute which may arise in the execution of the Contract, the Parties agree to meet within [15] days of receipt of a registered letter with acknowledgment of receipt notified by one of the two Parties.

IF AT THE END OF A FURTHER PERIOD OF FIFTEEN DAYS, THE PARTIES ARE UNABLE TO AGREE ON A COMPROMISE OR SOLUTION, THE DISPUTE WILL THEN BE SUBMITTED TO THE COMPETENT COURTS OF THE LOCATION OF VIDMIZER'S HEAD OFFICE.